

1 ROBERT J. ROMERO (SBN 136539)  
romero@hinshawlaw.com  
2 PETER J. FELSENFELD (SBN 260433)  
pfelsenfeld@hinshawlaw.com  
3 ROBERT G. LEVY (SBN 81024)  
rlevy@hinshawlaw.com  
4 HINSHAW & CULBERTSON LLP  
50 California Street, Suite 2900  
5 San Francisco, CA 94111  
Telephone: 415-362-6000  
6 Facsimile: 415-834-9070

7 Attorneys for Defendant  
ACCEPTANCE CASUALTY INSURANCE COMPANY

8  
9 NICHOLAS H. RASMUSSEN (SBN 285736)  
nrasmussen@mccormickbarstow.com  
10 MCCORMICK, BARSTOW, SHEPPARD, WAYTE & CARRUTH LLP  
7647 North Fresno Street  
Fresno, CA 93720  
11 Telephone: 559-433-1300  
Facsimile: 559-433-2300  
12

13 Attorneys for Plaintiff  
NATIONAL INTERSTATE INSURANCE COMPANY

14 UNITED STATES DISTRICT COURT

15 EASTERN DISTRICT OF CALIFORNIA

16 SACRAMENTO DIVISION

17 NATIONAL INTERSTATE INSURANCE  
18 COMPANY,

19 Plaintiff,

20 vs.

21 ACCEPTANCE CASUALTY INSURANCE  
22 COMPANY, and DOES 1 TO 10,

23 Defendants.

Case No. 2:22-cv-02127-TLN-CSK

**FURTHER JOINT STATUS REPORT  
CONFIRMING THE PARTIES WILL  
ARBITRATE PRIVATELY, AND  
REQUEST THAT THIS ACTION BE  
STAYED AND THAT THE COURT  
RETAIN JURISDICTION TO  
ENFORCE ANY ARBITRATION  
AWARD THAT MAY BE ENTERED  
AND ORDER**

Complaint Filed: November 29, 2022

Trial Date: TBD

1 Plaintiff National Interstate Insurance Company (“NIIC”) and Defendant Acceptance  
2 Casualty Insurance Company (“ACIC”), by and through their attorneys of record (together, the  
3 “Parties”), provide this Further Joint Status Report concerning their ongoing negotiations.

4 The Parties now confirm to the Court that they have reached and executed an agreement to  
5 resolve the present dispute by way of binding arbitration. Therefore, the Parties hereby stipulate,  
6 through their attorneys, as follows:

7 1. The Parties hereby request that the Court stay this matter until December 31, 2025, or  
8 to a convenient time for the Court thereafter, in favor of binding arbitration;

9 2. The Parties hereby request that the Court retain jurisdiction to enforce any arbitration  
10 award that may be rendered against or in favor of either of the Parties to this agreement.

11 Dated: December 12, 2024

HINSHAW & CULBERTSON LLP

12  
13 By: /s/ Robert G. Levy

14 ROBERT J. ROMERO  
15 PETER J. FELSENFELD  
16 ROBERT G. LEVY  
Attorneys for Defendant  
ACCEPTANCE CASUALTY INSURANCE  
COMPANY

17 Dated: December 12, 2024

MCCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

18  
19 By: /s/ Nicholas H. Rasmussen

20 NICHOLAS H. RASMUSSEN  
21 Attorneys for Plaintiff  
NATIONAL INTERSTATE INSURANCE  
COMPANY

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

**ORDER**

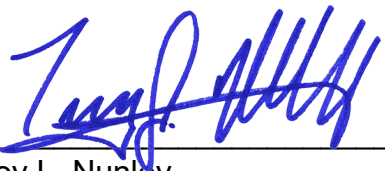
The Court has considered the Parties' Further Status Report of November 27, 2024, and for  
**GOOD CAUSE APPEARING:**

1. This matter is **STAYED** until December 31, 2025, in favor of binding arbitration between the parties;

2. The Court shall retain jurisdiction over this matter to enforce any arbitration award that may be rendered against or in favor of either of the Parties.

**IT IS SO ORDERED.**

Dated: December 13, 2024

  
\_\_\_\_\_  
Troy L. Nunley  
Chief United States District Judge